building stands' should mean the lot of land upon which the chapel stood, and devoted exclusively to chapel purposes. The property retained by the plaintiff was the chapel lot as it existed at the time of the execution of the deed, with the sheds upon it." In a Massachusetts case it was held that a conveyance of a "well of water, with the curbs, pump and all utensils belonging to them" carried with it a rectangular strip of ground nine feet square, the same being necessary to the reasonable use and enjoyment of the well. *Johnson* v. *Raynor*, 72 Mass. (6 Gray) 107. In another Massachusetts case it was held that the conveyance of a mill by name passed the land under it and the land adjacent thereto, so far as necessary to its use and no further. *Forbush* v. *Lombard*, 54 Mass. (13 Met.) 109. See also *Langworth* v. *Coleman*, 18 Nev. 440; *Whitney* v. *Olney*, 3 Mason, (U. S. C. C.) 280. In *Blake* v. *Clark* 6 Greenl. (Me.) 436, a conveyance of a mill, by name, was held to pass the fee of the land on which the building actually rested and that immediately under its overhanging projections and no more. It did not include the mill yard.

DEEDS—RESERVATION—EFFECT IN EQUITY—IMPLIED TRUST.—W conveyed certain property to T, inserting the following clause in the deed: "The party of the first part hereto reserves all *claim* or *right* of *action* against the M. and M. Railroad Companies, or either of them, for any and all injury or damage done to the aforesaid property, or the value or uses thereof, in the past, present, or future, by reason of the construction and operation of the elevated railroad in front of said premises as they are now constructed and operated." T conveyed the property to S, he (S) having notice of the reservation in the former deed. S brought action and recovered damages from the Railroad Companies. W in this action seeks to charge S as trustee for the damages recovered. *Held*, that W can charge S as trustee. *Western Union Tel. Company* v. *Shepard* (1901), 169 N. Y. 170, 62 N. E. Rep. 154, 58 L. R. A. 115.

The court, in course of the opinion said: "It is not necessary to reform such a contract. Equity will never permit a dishonest advantage to be gained under a technical rule of law, or tolerate that a purchaser shall keep for himself, against his grantor, the proceeds of rights which he did not pay for or intend to purchase, but, on the contrary, expressly agreed should belong to his grantor." The court took the position that, while from the language of the instrument, it appeared that the grantor reserved, to himself, the right of action, which clearly he could not do, yet equity, regarding the intent rather than the form, would seek the real intention of the parties. The court found that the parties intended to reserve to the grantor, as part consideration for the conveyance, the benefits resulting from the action when recovery was had by the grantee. Considering this a proper case for equitable jurisdiction, the court granted relief, even though there was no fraud in the procurement of the contract. A similar application of the principle that equity looks at the intention rather than at the form is found in *Manning* v. *Rippen*, 86 Ala. 357, 5 So. Rep. 572.

FRAUDULENT CONVEYANCE—WHO ARE CREDITORS—CLAIMANT IN TORT ACTION.—A deed of conveyance for a partial interest in a parcel of land was executed by one A to his brother as grantee, for the purpose as was alleged, of enabling the grantor to get out of the state to avoid a criminal prosecution for shooting and wounding a certain C, who afterwards brought a civil action for damages and obtained judgment for maliciously shooting and wounding him. The consideration for the transfer was $500 plus attorney's fees for the defense in the criminal prosecution and payment of a fine if convicted. The vendee knew of the assault, but not of any intention to bring

a civil action for damages. The judgment creditor now brings this action to have the conveyance set aside upon the theory that the tort feasor and grantor was his debtor. *Held*, first, that the conveyance was a mortgage; second, that the grantee had a first lien upon the land. *Anglin* v. *Conley*, (1903),—Ky.—, 71 S. E. Rep. 926.

Transfers made by a tort feasor are fraudulent as to persons having a cause of action for damages: *Farnsworth* v. *Bell*, 37 Tenn. 551; *Walradt* v. *Brown*, 6 Ill. 397, 41 Am. Dec. 190; *Bongard* v. *Block*, 81 Ill. 186, 25 Am. Rep. 276; *Petree* v. *Brotherton*, 133 Ind. 692, 32 N. E. 300; *Wier* v. *Day*, 57 Iowa 84, 10 N. W. 304; *Schuster* v. *Stout*, 30 Kan. 529, 2 Pac. 642; *Schaible* v. *Ardner*, 98 Mich. 70, 56 N. W. 1105; *Scott* v. *Hartman*, 26 N. J. Eq. 89; *Holden* v. *McLaury*, 60 Tex. 228. During the pendency of an action for review from a lower to a higher court, the original plaintiff and successful party in the court below, conveyed a tract of land without consideration. The judgment was reversed, on the ground that the conveyance was in fraud of the winning appellant. *Parson* v. *McKnight*, 8 N. H. 35. Where a bond is given, the relation of debtor and creditor arises at the time of signing the bond; and the obligee, or those whom the bond is designed to protect, as creditors may impeach any conveyance made after its date, though prior to any breach of the bond: *Thompson* v. *Thompson*, 19 Me. 244, 36 Am. Dec. 751; *Stone* v. *Meyer*, 9 Minn. 287, 86 Am. Dec. 104. But in Tennessee a party who has a cause of action for a tort cannot be deemed a creditor to set aside conveyance in fraud of creditors. The claim must be fixed by the judgment of the court before the wrongdoer can be said to be a debtor by reason of the wrong done. *Longford* v. *Fly*, 26 Tenn. 585. A voluntary conveyance made in contemplation of committing a tort is voidable as against a subsequent judgment creditor for the tort. *Boid* v. *Dean*, 48 N. J. Eq. 193, 21 Atl. 618. An expectation of future indebtedness will not render a voluntary conveyance void as against subsequent creditors, but if it was done for the purpose of keeping the property from such creditors it is voidable: *Williams* v. *Davis*, 69 Pa. St. 21; *Echols* v. *Orr*, 106 Ala. 237, 17 So. 677.

HIGHWAYS—STREET CAR LINE—CHANGE IN MOTIVE POWER—ADDITIONAL SERVITUDE.—By contract with a street railway company, defendant's predecessors, plaintiff gave permission to said company to lay its track in the public highway in front of her property, and waived all claim to damages. The contract contemplated that the tracks be laid in the middle of the highway, and that the motive power should be horses. Some years later, defendant company, successor to said street railway company, changed the motive power to electricity, and moved the track from the middle to plaintiff's side of the highway, so that teams could not pass between said track and plaintiff's place of business. Defendant's predecessors had never secured legislative authority to construct the railway in said highway. Plaintiff sues for damages resulting from change. *Held*, that under the contract, the change in motive and in the location of the track, was an additional servitude. *Humphreys* v. *Ft. Smith Traction, Light & Power Co.* (1903), — Ark. —, 71 S. W. Rep. 662.

The court recognizes the proposition which is sustained by the decided weight of authority, that ordinarily the change in the motive power of a street railway from horse-power to electricity, together with the erection of poles and wires necessary for such change, does not constitute an additional servitude for which the abutting owner may recover damages. The court then goes on to say that "if the grant of the right of way to the horse-car system had been by one having authority, and not a mere permission and waiver of claim for damages by abutting owners, the change from a horse-car to an